

**MAHARASHTRA METRO RAIL CORPORATION LTD**

(A joint venture of Govt. of India &amp; Govt. of Maharashtra)

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Date: 10 December 2024

**CORRIGENDUM-IX****Subject: Modified Tender Condition (Addendum-III)****Tender No. P2-Consul-01/2024 (NCB)****Tender ID: 2024\_MMRCL\_1108038\_1****Name of Work:** Engagement of General Consultant for Pune Metro Rail Project.**Reference:** Tender Document dated 04 October 2024, Corrigendum-I dated 15 October 2024, Corrigendum-II Dated 23 October 2024, Corrigendum-III dated 11 November 2024, Corrigendum-IV dated 22 November 2024 and Corrigendum-V dated 22 November 2024, Corrigendum-VI dated 29 November 2024, Corrigendum-VII dated 04 December 2024, Corrigendum-VIII dated 06 December 2024

The details of corrigendum-IX are as follows

Sr. No.	Clause	Tender Condition	Modified as
1.	Corrigendum IV and , Part 4 : Financial Package, Preamble clause no. 1.7 (iii) – Support Documentation (page no. 390)	Support Documentation in the form of salary slips, contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the Consultant's (or Sub-Consultant's) latest set of annual statement of income and expense will be required for review by the Client. Annual statement should be a copy certified by statutory auditor.	Deleted.
2.	Clause 3.4 PART 3: Condition Of Contract, Section X- Special Condition of Contract	<b>Limitation of the Consultants' Liability towards the Employer</b> a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the total value of the Contract. (b) This limitation of liability shall not:	<b>Limitation of the Consultants' Liability towards the Employer</b> a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer: (i) for any indirect or consequential loss or damage; and



Sr. No.	Clause	Tender Condition	Modified as
		<p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> <p>(c) The Client shall indemnify the Consultant from and the Consultant shall not be liable for any claims resulting from the change of template for the Contract due to any procurement regulations, if any.</p>	<p>(ii) for any direct loss or damage that exceeds the total value of the Contract.</p> <p>(b) This limitation of liability shall not:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> <p>(c) The Client shall indemnify the Consultant from and the Consultant shall not be liable for any claims resulting from the change of template for the Contract due to any procurement regulations, if any.</p> <p>(d) The ceiling of Consultants' Liability towards the Employer shall be equal to awarded Consultancy Value.</p>
3.	Contract Form 10 (365 to 368), Part 3- Section XI: Contract Forms	Contract Form-10 (Indemnity Bond)	Deleted
4.	Point No.-6 ,Addendum-I (pg 2 of 15) of Corrigendum IV	The non-substantial member/s shall not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. However, for the JV/Consortium to qualify, non-substantial member of the JV/consortium must have experience of at least one completed/Executed project of "General Consultant/ Project Management Consultant for an Urban rail-based Mass Rapid Transit System project (fully elevated /fully underground /elevated and at grade/ elevated and underground) excluding LRT/TRAM/ Monorail Systems. The works shall include both Civil and System design /design review/proof checking, assistance in Contract and tender Management, construction, supervision, and installation and commissioning". The non-substantial member must have received consultancy fees of value	The non-substantial member/s shall not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. However, for the JV/Consortium to qualify, non-substantial member of the JV/consortium must have experience of completed/ substantially completed work (80%) of General Consultant/ Project Management Consultant for an Urban rail-based Mass Rapid Transit System project (fully elevated /fully underground /elevated and at grade/ elevated and underground) excluding LRT/TRAM/ Monorail Systems. The non-substantial member must have received cumulative consultancy fees of value equivalent to INR 50 Cr or



Sr. No.	Clause	Tender Condition	Modified as
		equivalent to INR 50 Cr or more in last seven year upto 31/03/24 from at least one project of General consultancy or Project Management consultancy work pertaining to similar work experience.	more during last 07 (Seven) years i.e., up to one month prior to bid submission date.  The work completion certificate should be submitted from any Government/Central Government/ Public sector, (PSU)/Urban local Bodies or any private consultancy firm who has provided similar consultancy.
5.	Annexure -4 and Annexure-05 of Part-4 Financial Package of Tender Document ( Pg 395 to 396)	The payment for overhead will be claimed and released in proportion of monthly billing of GC.	The payment for overhead will be claimed and released in proportion of monthly billing of GC. However, the upper Limit = INR 35 Cr for whole complete duration including extended period. The revised Annexure -04 and 05 attached herewith.



(ED/Procurement & Contracts),  
Pune Metro Rail Project,  
Maharashtra Metro Rail Corporation Limited.

Ref

**Overhead**

<b>Description</b>	<b>Unit</b>	<b>Amount (Excl GST)</b>
Overhead	Lump sum	

The payment for overhead will be claimed and released in proportion of monthly billing of GC.  
Upper Limit = INR 35 Cr for whole complete duration including extended period.



## Annexure-5

**Office Supplies, Utilities and Communications & Misc. charges (to be paid as per 'actuals' subject to upper limit)**

<b>Sr. No.</b>	<b>Item</b>	<b>Lump sum Amount (Excl GST)</b>
1.	Office consumables	

The payment for Office Supplies, Utilities & Misc will be claimed and released in proportion of monthly billing of GC.

Upper Limit = INR 1.2 Cr for whole complete duration including extended period.

